RESEARCH HIGHLIGHTS

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COMPARISON OF PROVINCIAL AND TERRITORIAL RENTAL PRACTICES

Introduction

This Research Highlight compares provincial and territorial rental practices based on the information in the provincial and territorial fact sheets contained as of May 2003 in the CMHC online rental guide: *Your Guide to Renting a Home* (see www.cmhc.ca). It discusses similarities and differences in provincial and territorial landlord tenant practices across Canada.

This Research Highlight was prepared by Biz-Zone Internet Group Inc. for CMHC and is intended to provide the most common rental requirements across Canada. However, landlord-tenant laws change from time to time in every province and territory. This Research Highlight is not intended to provide legal advice. If you require legal advice, contact your local rental authority or a lawyer.

Methodology

In preparing *Your Guide to Renting a Home*, a telephone survey was conducted with a rental authority for each province and territory. The answers were compiled into a fact sheet for each province and territory, submitted to each authority for review, and then included in *Your Guide to Renting a Home*. This Research Highlight was prepared by comparing the information in the fact sheets on each topic across all provinces and territories. The resulting comparison again benefited from review by the provincial and territorial authorities.

The following topics are discussed in this Research Highlight:

- Governing or regulatory body
- Types of housing arrangements covered by legislation
- Type of rental periods allowed
- Is a signed lease required?
- Move in/move out checklist requirements
- Deposits
- Key Money
- Requesting post-dated cheques
- Renewal of a lease term
- Terminating a lease: notice & timing
- Assignments & sublets
- Rent increases
- Late rent payments
- Evictions
- Permitting landlord entry to the premises (time & reasons)
- Withholding rent for repairs
- Changing locks
- Pets & smoking

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Findings

Governing or regulatory body

Each province and territory has a specific government or regulatory body to deal with residential tenancy matters (see Table 1).

Types of housing arrangements covered by legislation

The legislation for each province and territory identifies the type of housing or living arrangements it covers, as well as any exclusions (see Table 2).

In addition to standard rental units such as apartments and houses, legislation may also cover other types of residences. For example, in most provinces mobile home sites are explicitly included. Some provinces and territories include room rentals and rooming houses in the legislation, while in others they are excluded.

Common exclusions include: bed and breakfasts and other vacation homes; a rooming house where the landlord (or a relative of the landlord) shares a kitchen and bathroom; nursing homes; prisons; college residences; and premises occupied for business purposes. Co-operative housing is rarely covered by landlord-tenant legislation.

Types of rental periods allowed

The most common rental period is one that begins as a fixed term and upon expiration of that fixed term switches to a periodic, month-to-month tenancy. In some provinces and territories leases must have a predetermined expiry date (see Table 3).

Is a signed lease required?

British Columbia is the only province that requires a signed lease (see Table 4). Many other provinces and territories state that when an oral agreement has been made, a standard lease form is deemed to be in effect. In Quebec, when an oral agreement has been made, the landlord must give the tenant a copy of a specified form within ten days of the agreement.

If the landlord uses a written lease, which most provinces recommend, additional requirements may apply. In many provinces the landlord must give the tenant a signed copy of the lease within a specified timeframe. In some provinces and territories when the landlord does not comply with this obligation, the tenant is allowed to withhold rent until the landlord provides him/her with a copy of the lease.

Is a move in/move out checklist required?

Alberta is the only province that requires the use of a move in/move out checklist (see Table 5) in all circumstances. In Manitoba, a checklist is required to be used only if it is requested by either the landlord or tenant. In the Northwest Territories and Nunavut, whenever a security deposit is requested, the landlord and tenant both must sign an inspection report when the tenancy begins. Some other provinces and territories recommend that a checklist be used.

Deposits

With the exception of Ontario and Quebec, all other provinces and territories allow for a security deposit to be collected, with either half a month's rent or a full month's rent being the most common amounts permitted (see Table 6). In Ontario, a deposit equal to a maximum of one month's rent may be collected, but this is a rent deposit, not a security deposit. The deposit may be used to cover unpaid rent, but it cannot be used to cover damages. In Quebec, the landlord cannot collect a security deposit or a rent deposit for the final month's rent.

For tenancy terms shorter than one month, the allowed deposit amount is often equal to the amount owed for the term of the tenancy (for example one week's rent for a weekly tenancy). In most jurisdictions it is common for the landlord to hold the deposit, and interest is deemed to accumulate on the deposit amount over the duration of the tenancy at a rate prescribed by the province or territory. In New Brunswick, any deposit collected must be paid to the Office of the Rentalsman and interest earned is used to defray the cost of the program; i.e., no interest is paid to the tenant.

Key Money

Saskatchewan and Yukon are the only jurisdictions in which landlords are permitted to collect key money (see Table7). In all other provinces and territories, key deposits are illegal. In Nova Scotia, a landlord may not collect key money, but tenants may face a penalty if they lock themselves out and new keys need to be issued to them.

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May the landlord request post-dated cheques?

With the exception of British Columbia, landlords can ask tenants to provide post-dated cheques (see Table 7). However, the tenant is often not obliged to comply and the landlord may not insist that post-dated cheques be provided. In Nova Scotia the landlord may only ask for post-dated cheques if a specific box on the standard lease is ticked.

Renewal of a lease term

In most provinces and territories leases start as a one year fixed term that converts to a month-to-month tenancy automatically at the end of the initial term unless both parties renegotiate another term (see Table 8). In Nova Scotia and Yukon year-to-year leases automatically renew for another year if no notice is given by either party and if the landlord does not give the tenant a renewal agreement. In Manitoba, the lease agreement automatically renews for another fixed term of the same length if the landlord doesn't offer a renewal and the tenant stays in the unit. However, this automatic renewal can happen only once; if the landlord fails to offer a renewal before the end of the second term, the tenancy converts to month-to-month.

Terminating a lease: notice & timing

For a fixed term lease, Alberta, New Brunswick, Newfoundland and Labrador, and Yukon allow a landlord to terminate the tenancy at the end of the fixed term; landlords in the remaining provinces and territories may terminate only for specified reasons (see Table 9), despite the fixed term having come to an end.

For a month-to-month tenancy, Newfoundland and Labrador is the only province that allows landlords to terminate without a reason as long as proper notice is given. In the remaining provinces and territories, the landlord must have a reason (often referred to as cause), such as consistently late rent payments or other breach of the lease agreement.

In some provinces and territories a breach of the lease may be used as grounds to terminate the tenancy only if the clause breached is valid under the tenancy legislation. For example, in Ontario a landlord may not terminate a tenancy if a tenant violates a "no pets" clause in their lease, as the Tenant Protection Act overrides such a clause in the lease agreement (however, if the pet does extensive damage to the rental unit the landlord could terminate the tenancy on the basis of damage).

In all jurisdictions the tenant may not terminate the tenancy during a fixed term lease, but may do so at the end of the fixed term. For both variable and fixed term tenancies, the tenant must give proper notice as set out in the legislation in order to terminate the tenancy.

Assignment & sublets

A tenant who wishes to vacate a tenancy before the lease term expires may want to either assign their lease to a new party (in which case the landlord signs an agreement with the new tenants who take on the responsibilities of the lease), or may sublet the rental unit (in which case the original tenant remains responsible for the existing lease).

In Prince Edward Island and Yukon, the tenant may sublet the rental unit or assign their lease only where there is a fixed term tenancy agreement of six months or more (see Table 10).

In New Brunswick, a sublet is considered a partial assignment, and the lease agreement can provide that a tenant:

a) may assign, or

b) may not assign, or

c) may assign only with the landlord's consent.

If there is no lease, the province's standard form lease applies and the tenant may assign.

Nova Scotia's legislation addresses sublets, but not assignments. The remaining provinces and territories allow tenants to sublet or assign their rental unit. Generally, the tenant must have the landlord's approval, but the landlord may not refuse an assignment or sublet without reasonable grounds.

In many provinces and territories the landlord may charge the tenant for reasonable expenses related to the sublet or the assignment.

Rent increases: notices & timing

Rules regarding rent increases vary (see Table 11). Some jurisdictions have rent controls, British Columbia offers tenants rent review, and some have neither rent control nor review. In Ontario, rent controls apply only to ongoing tenancies; once the tenant moves the landlord may set the rent to any rate.

Where rent increase limits or guidelines are in place, the landlord may still be able to increase the rent above the set limits if the landlord can demonstrate that an increase

in accordance with the guidelines will not cover their operating costs. In most jurisdictions the landlord may increase the rent only once in a twelve month period.

In all jurisdictions the landlord must give the tenant proper notice of a rent increase before the increase comes into effect.

Late rent payments

One of the main obligations of a tenant is to pay rent on time. If the tenant is late paying rent, the landlord typically may file for a termination of the tenancy (see Table 12). However, if the tenant then pays the overdue rent in full within a given timeframe, along with any allowed late payment fees, the tenancy continues. If a tenant is regularly late with rent payments the landlord may be able to terminate the tenancy on this basis.

Each province and territory has its own timeframe for when the rent is considered late. In most jurisdictions the rent is considered late the day after it is due.

Evictions

Landlords who want to evict tenants must follow the procedures prescribed by their province or territory. If a landlord fails to follow the proper procedures, such as fails to give proper notice to the tenant or makes a mistake in the documentation filed, the eviction request may be denied (see Table 13).

Each province and territory has set out reasons or causes it considers necessary to justify the eviction of a tenant. Common reasons include: significant damage, non-payment of rent, landlord's use of property and breach of a condition of the rental agreement.

Permitting landlord entry to the premises (time & reasons)

The landlord often has different obligations depending on the reason for entry (see Table 14).

In emergency situations the landlord may often enter immediately. Less urgent reasons, such as showing the unit to prospective new tenants, require sufficient notice and entry may only be allowed during specified times of the day. The tenant may not reasonably refuse entry to the premises when given proper notice.

Withholding rent for repairs

Tenants are rarely allowed to withhold rent for repairs (see Table 15). In most provinces and territories, when the landlord fails to make requested repairs, the tenant must look to the appropriate rental authority for help. Before seeking help from the rental authority, the tenant may be required to give the landlord a written list of the repairs that are needed and a reasonable amount of time to do the work. In some cases the rental authority will order the landlord to do the repairs, and in others the authority will hold the tenant's rent until the landlord completes the repairs.

In some provinces and territories tenants may deduct from rent the cost of emergency repairs if they can demonstrate that they tried to contact the landlord within a reasonable period and were unsuccessful in reaching the landlord. There may be a set limit of what the tenant can deduct in these situations.

Changing locks

With the exception of British Columbia and New Brunswick, neither the landlord nor the tenant may change the locks without the other party's consent (see Table 16). In British Columbia if the tenant can prove that the landlord entered the premises illegally, the tenant may apply to the arbitrator for an order to change the locks. In New Brunswick the locks may be changed with the permission of the Office of the Rentalsman.

Refusal to rent because of pets or smoking

Most provinces and territories allow a landlord to refuse to rent to a tenant who has a pet or smokes (see Table 17). In Nunavut private landlords may refuse to rent to a tenant who has a pet or smokes, but landlords of public housing units may not. Manitoba allows landlords to refuse to rent to a tenant who has a pet; but has not defined restrictions related to smoking. Yukon's tenancy legislation does not address this issue.

Pets or smoking as grounds for eviction

In most provinces and territories, violation of a lease clause that prohibits pets or smoking in the rental unit is grounds for termination of the tenancy (see Table 18). In some cases the landlord must give the tenant time to get rid of the pet or to cease smoking in the rental unit.

Where a violation of a no pets or no smoking lease clause is not grounds for eviction, the landlord may still be able to remove the tenant if the behaviour is resulting in excessive damage to the property or is bothering other tenants. The landlord may also be able to make a claim against the tenant for damages.

In Manitoba, the landlord may restrict smoking in common areas, but rules against smoking in the rental unit may be difficult to enforce.

Table 1: Governing or Regulatory Body	
Alberta (AB)	Alberta Government Services, Registries and Consumer Services
British Columbia (BC)	Compliance and Regulatory Branch, Residential Tenancy Office, Ministry of Public Safety and Solicitor General
Manitoba (MB)	Residential Tenancies Branch, Consumer and Corporate Affairs Division, Finance
New Brunswick (NB)	Office of the Rentalsman
Newfoundland & Labrador (NL)	Residential Tenancies Division, Consumer and Commercial Affairs Branch, Department of Government Services and Lands
Northwest Territories (NT)	Department of Justice, Government of the Northwest Territories
Nova Scotia (NS)	Service Nova Scotia and Municipal Relations
Nunavut (NU)	Department of Justice is responsible for the Residential Tenancies Act, Nunavut Housing Corporation is responsible for public housing on behalf of the Government of Nunavut
Ontario (ON)	The Ontario Rental Housing Tribunal
Prince Edward Island (PE)	Office of the Director of Residential Rental Property
Quebec (QC)	Régie du logement
Saskatchewan (SK)	Office of the Rentalsman
Yukon (YT)	Consumer Services, Department of Community Services, Yukon

Table 2: Types of Housing Arrangements Covered by Provincial/Territorial Legislation & Exclusions

	Types of housing arrangements covered	Exclusions
AB	Residential premises and tenancies of mobile home sites. (A mobile home site is covered under the Mobile Home Sites Tenancies Act, not the Residential Tenancies Act).	Premises occupied for business purposes with living accommodation attached and rented under a single agreement; rooms in the living quarters of the landlord, if the landlord lives in those quarters; a hotel, motel, motor hotel, resort, lodge or tourist camp; a cottage or cabin located in a campground, or a trailer park, tourist home, bed and breakfast establishment or farm vacation home, if a person resides there for less than 6 consecutive months; a tenancy agreement between an educational institution as landlord and a student of that institution as tenant if the tenant does not have exclusive possession of a self-contained dwelling unit; a nursing home as defined in the Nursing Homes Act; a senior citizens lodge that is operated by the Government of Alberta or by a foundation incorporated under the Senior Citizens Housing Act, or by a non-profit organization; a social care facility licensed under the Social Care Facilities Licensing Act; a correctional institution; or any other prescribed premises.
BC	Residential premises including manufactured home parks and accommodations with exclusive possession by the tenants. Also includes licenses to occupy where rent is less than $20 per day, if occupied for residential purposes.	Units with a seasonal rate of rent; co-ops where the tenant is a member; residences incorporated in the University and Colleges Act; rooming houses in which the landlord resides and which contain fewer than 5 bedrooms; leases over 20 years.
MB	Permanent residential premises.	Hotels occupied on a transient basis; seasonal homes; co-ops; jails; temporary shelter; universities and colleges; religious groups accommodation; adjoined staff accommodation in an agricultural venture.
NB	All residential rental properties. Includes lots in mobile home parks.	Co-op housing, public housing, rooming houses, university residences and boarding houses.
NL	Residential rental properties	Hospitals, tourist inns, prisons, temporary shelters, nursing homes, university and college residences, accommodations run by religious groups, co-ops, boarding houses, commercial non-residential properties.
NT	All residential rental premises.	Hotels, motels, tourist homes, hostels, and temporary shelters; co-op housing (unless rented out to a person who is NOT a co-op member); living quarters rented to hospital staff and their families, either on a seasonal or a shared basis, or to staff and students of schools on such a basis; living quarters located in business premises and occupied by an employee or contractor, for the purpose of serving the business; living quarters attached to a rented business space and rented to the tenant under a single tenancy agreement covering both the business space and living quarters; living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care. Special rules apply to caretakers' units, premises provided to the tenant as a job benefit, subsidized public housing units – operating under the NWT Housing Corporation and its agents, premises provided by a school to a tenant who is a student or staff member, premises with a bathroom or kitchen facilities that are shared by the landlord and tenant, premises that are the only home of the landlord in the NWT.
NS	All residential rental premises	Universities, colleges, other institutions of learning, hospitals, prisons, hotels, homes for special care.
NU	Premises rented for residential purposes: houses, mobile homes, apartments, and rooms in boarding or lodging houses.	Hotels, motels, tourist homes, hostels and temporary shelters; co-op housing (unless rented out to a person who is not a co-op member); living quarters rented to hospital staff and their families, either on a seasonal or shared basis, or to staff and students of schools on such a basis; living quarters located in business premises and occupied by an employee or contractor, for the purpose of serving the business; living quarters attached to a rented business space and rented to the tenant under a single tenancy agreement covering both the business space and the living quarters; living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care. Special rules apply to certain premises: Caretakers' units; premises provided to the tenant as a job benefit; subsidized public housing units – operating under the Nunavut Housing Corporation and its Local Housing Organizations (LHO); premises provided by a school to a tenant who is a student or staff member; premises whose bathroom or kitchen facilities are shared by the landlord and tenant; premises that are the only home of the landlord in Nunavut.

Table 2 (cont d)

ON	Rental residential housing	Co-op housing, vacation, seasonal or temporary accommodations: hotels, motels or motor hotels, resorts, lodges, tourist camps, cottages or cabins, inns, campgrounds, trailer parks, tourist homes, bed and breakfasts vacation establishments or vacation homes, staff accommodation for farm employees, accommodation in a business or enterprise, non-profit housing, co-operative housing, penal and correctional facilities, hospitals, nursing homes, rehabilitative or therapeutic facilities, short-term emergency shelters, staff or student accommodations provided by an educational institution, accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, same-sex partner, child or parent or the spouse's or same-sex partner's child or parent, and where the owner, spouse, same-sex partner, child or parent lives in the building in which the living accommodation is located.
PE	Furnished, partly furnished or unfurnished residential rental units including: any house, dwelling, apartment, flat, tenement, room, mobile homes and land rented as a mobile home site.	University residences, tourist accommodations provided for less than one month, non-profit housing, and cooperative housing units.
QC	All principle/permanent residential rental premises including the lease of a room, mobile home placed on a chassis, or land intended for the emplacement of a mobile home.	The legislation does not apply to the lease of a dwelling leased as a vacation resort; the lease of a dwelling in which over 1/3 of the total floor area is used for purposes other than residential; the lease of a room in a health or social services institution (except pursuant to article 1974 of the Civil Code of Quebec); the lease of a room in a hotel establishment; or the lease of a room situated in the principal residence of the landlord, if not more than two rooms are rented or offered for rent and if the room has neither a separate entrance from the outside nor sanitary facilities separate from those used by the landlord.
SK	Rented residential premises including a house, an apartment, a duplex and a site for a mobile home, mobile homes and mobile home sites, subsidized or public housing provided by local housing authorities, except when the rental agreement says otherwise.	Room-and-board situations, university residences, special care homes, accommodation attached to and rented with business premises, hotels or hostels.
YK	Residential Premises, Mobile Home Sites	None Listed

Table 3: Types of Rental Periods Allowed			
	Periodic	Fixed term	Notes
AB	X	X	
BC	X	X	Leases must have a predetermined expiry date.
MB	X	X	
NB	X	X	
NL	X	X	Up to 1 year
NT	X	X	
NS	X	X	
NU	X	X	
ON	X	X	The Tenant Protection Act (TPA) takes precedence over leases.
PE	X	X	Leases must have a fixed term with a predetermined expiry date.
QC	X	X	It is possible to have a lease with no fixed duration.
SK	X	X	Any other term naturally agreed to by landlord & tenant.
YK	X	X	

Table 4: Is a signed lease required?

	Is a signed lease required?	Notes
AB	No	If the tenant gives a signed agreement to a landlord, the landlord must return the agreement signed by the landlord within 21 days and the tenant can withhold payment of rent until received.
BC	Yes	Tenancy agreements in writing are required. If the landlord fails to give a copy of the rental agreement within 21 days of signing, rent payment may be suspended until the agreement is given to the tenant.
MB	No	If the agreement is in writing, both the tenant and landlord must sign it and the landlord must give the tenant a copy of the agreement within 21 days after the tenant has signed it. Tenants who haven't received a copy of their lease may contact the Residential Tenancies Branch to ensure that they are covered by the legislation.
NB	No	Both a standard form lease and lease for a lot in a mobile home park are set out in the provincial legislation. If no lease is used, then the applicable standard lease terms will apply, and the tenancy is considered month-to-month.
NL	No	A verbal agreement is binding; however a sample lease form is available and recommended.
NT	No	A tenancy agreement may be written, verbal or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements.
NS	No	A written lease is not required, but if a written lease exists, it must include elements of a prescribed lease outlined in the regulations. Without a lease, the landlord-tenant relationship is still guided by the standard terms of the prescribed lease.
NU	No	A tenancy agreement may be written, verbal, or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements.
ON	No	If the tenancy agreement is not in writing, the tenant must be provided with written notice of the legal name and address of the landlord for the purpose of giving notice or delivering other documents. The landlord must provide the tenant with this information within 21 days after the tenancy begins. If the landlord fails to provide the required information, the tenant's obligation to pay rent is suspended until the landlord complies.
PE	No	A verbal agreement can still be binding. Where a written rental agreement exists, the landlord must provide the tenant with a full copy of that agreement within 21 days of the date that the agreement was signed. If the landlord does not provide the tenant with a copy of the written agreement, the tenant is bound by any means of that agreement that go above and beyond those already implied by the Act, unless and until the landlord forwards a copy of the lease. Those entering into a written rental agreement or renewing a written rental agreement and who do not sign the standard form are deemed to have done so and all the provisions of the Rental of Residential Property Act and the standard form apply.
QC	No	If a lease is written, the applicable lease form of the Régie du logement must be used. A form is required for any new residential lease, including the lease of a room, an apartment, a condominium, or a house, or the lease of land intended for the installation of a mobile home. In addition the law requires the public sector to use applicable lease forms of the Régie du logement for the lease of a dwelling in low-rental housing in the sense of article 1984 of the Civil Code of Quebec, and for the lease of a dwelling with an educational institution by a student enrolled in that institution. Finally, the schedule "**Services for the Elderly**" must be completed whenever special services are offered to elderly or handicapped persons. Leases that include that schedule are sold at the offices of the Régie du logement and in Quebec bookstores. The law stipulates that a tenant is entitled to receive a copy of the lease within 10 days after entering into the lease. In the case of an oral lease, the landlord must also give the tenant a form entitled "**Mandatory Writing**" within ten days of the agreement. This form is sold at the offices of the Régie du logement.
SK	No	If the rental agreement is written, the landlord must give a signed copy to the tenant within 20 days of when the tenant signed it.
YK	No	A tenancy agreement means an agreement between a tenant and a landlord for possession of residential premises, whether written or oral, express or implied. Where a tenancy agreement in writing is executed by a tenant, the landlord shall ensure that a fully executed duplicate original copy of the tenancy agreement is delivered to the tenant within 21 days after its execution and delivery by the tenant.

Table 5: Is a signed move in/move out checklist required?

	Is a signed move in/move out checklist required?	Notes
AB	Yes	
BC	No	Is under consideration in the modernization of the Residential Tenancy Act.
MB	Yes, if requested by either the landlord or tenant.	The Residential Tenancies Branch has a Rental Unit Condition Report available, or another checklist may be used.
NB	No	The Rentalsman provides an ingoing inspection report form to assist both parties, but completing it is not mandatory.
NL	No	A checklist is recommended, but it is not mandatory.
NT	Yes, a signed checklist is required whenever a security deposit is requested.	Whenever a security deposit is requested, the landlord and tenant must both sign an inspection report when the tenancy begins.
NS	No	It is voluntary and a copy is available online at the Government of Nova Scotia site. <http://www.gov.ns.ca/snsmr/forms/pdf/Rental_Unit_Condition_Report.pdf >
NU	Yes, if a security deposit is requested.	Whenever a security deposit is requested, the landlord and tenant must both sign an inspection report when the tenancy begins.
ON	No	A checklist is recommended but not required.
PE	No	A checklist is recommended but not required.
QC	No	
SK	No	
YK	No	

Table 6: Deposits

	Maximum Allowable Deposit	Notes	Interest Payable	Return of Deposit
AB	One month's rent	The landlord must deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two business days of collecting them.	Interest must be paid to tenant annually at the end of each tenancy year, or it may be compounded annually and paid to the tenant at the end of the tenancy if both the landlord and tenant agree in writing. The interest rate payable is regulated at 3.5 per cent below the December rate for redeemable Alberta Savings Certificates.	The landlord must return the security deposit within 10 days of the tenant moving out.
BC	½ month's rent	A landlord must request and collect the deposit only upon tenant taking possession of the rental premises.	Interest is compounded annually and is paid to the tenant at the end of the tenancy. The interest rate is based on 4.0 per cent below prime on January 1st.	Landlords have 15 days after the tenant moves out to either return the deposit or get the tenant's written consent for deductions to the deposit (such as using the deposit to pay a portion of the last month's unpaid rent). If no consent is received, landlord may apply to an arbitrator to keep some or all of the security deposit.
MB	½ of first month's rent may be collected.	The security deposit is held by the landlord.	Interest is payable upon moving out, the government sets the interest rate to be paid.	If the landlord has no claims to use the funds, the deposit must be returned to the tenant within 14 days of the end of the tenancy. If a claim is made, the landlord can hold the deposit and is required to notify the tenant of the claim within 28 days.
NB	Up to the equivalent of one month's rent is allowed. Collecting last month's rent is not allowed.	If collected, the deposit must be paid to the Office of the Rentalsman. The Rentalsman holds security deposits collected by landlords in the province and ensures their return, if applicable.	No interest is paid to the tenant. Interest on security deposits is retained by the government and is used to defray the costs of the program. No application or user fees are charged.	Landlords have 7 days after the tenant moves out to make a claim to the Rentalsman to access security deposit funds for damage or rent owing. If no claim is made, the money is returned to the tenant from the Office of the Rentalsman.
NL	Depends on term of tenancy. For monthly or term tenancy: 3/4 of the first month's rent; weekly tenancy: no more than the amount of the rent payable for the first 2 weeks.	Landlords must request a security deposit before the tenant moves in and deposit it in a trust account within 2 days of receipt.	The interest rate on the security deposit is calculated as simple interest, not compounded. The landlord must pay the interest once the tenant moves out. The interest rates are set each year in December.	The security deposit must be refunded to the tenant within 15 days of moving out or the landlord must apply to the Residential Tenancies Division to keep some or all of the deposit. If there is a dispute over the deposit refund, either the landlord or the tenant may apply to the Residential Tenancies Division for the security deposit.
NT	The equivalent of one month's rent, unless rented on a weekly basis, then the amount of the security deposit may not be greater than the value of one week's rent.	Landlords of subsidized housing may use the true market value of the unit to calculate the security deposit. **Note:** If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months.	Interest on the security deposits is calculated at a rate equal to the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the Bank of Canada Review, in effect on the first day of January in the year that the interest is credited.	The landlord shall, within 10 days after the tenant vacates the rental premises: return the security deposit to the tenant with interest and give the tenant an itemized statement of account for any part of the security deposit that is being retained by the landlord. A landlord can retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

Table 6 (cont'd)

NS	½ month's rent	Landlords must hold security deposits in a trust account.	The interest rate is 1 per cent per year, payable when the tenancy ends.	The landlord has to return the deposit with interest at the end of the tenancy. If landlords want to keep some or all of the deposit, they must apply to Residential Tenancies for permission.
NU	The equivalent of one month's rent, unless rented on a weekly basis, in which case the amount of the security deposit may not be greater than the value of one week's rent.	Landlords of subsidized housing may use the true market value of the unit to calculate the security deposit. **Note:** If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months.	Interest on the security deposits is calculated at a rate equal to the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the Bank of Canada Review. This rate takes effect on the first day of January in the year that the interest is credited.	The landlord must return the security deposit to the tenant with interest, within 10 days after the tenant vacates the rental premises. Landlords must give the tenant an itemized statement of their account for any part of the security deposit that is being retained by the landlord. A landlord can retain all or part of the security deposit for rent arrears or for repairs or damage caused by a tenant to the rental premises.
ON	Up to one month's rent as a rent deposit. Up to one week is allowed for weekly tenancies. This deposit is not a security deposit.	In Ontario, security deposits are not allowed. Last month's rent may be collected as a deposit, but it can never be used to apply to damages.	Landlords collect the last month's rent, or if the rent is paid weekly the last week's rent, at the beginning of the tenancy and pay the tenant 6 per cent compound interest at the beginning of the next year, to be paid out every year.	This deposit may only be applied to the last month's rent. It is not considered a damage or security deposit.
PE	One week's rent for a weekly tenancy or one month's rent in any other circumstances	A landlord must request a security deposit on or before the date that the landlord and the tenant enter into the rental agreement.	Interest is added to the security deposit each year at a rate that is set annually by a formula prescribed by legislation.	When the tenancy ends, the landlord must either return the interest to the tenant or apply it to damages or rent owing. Once the tenant moves out of the residence, the landlord must return the security deposit within 10 days to the tenant or serve the tenant with notice of intention to keep the funds.
QC	Not allowed.	Collecting deposits is not allowed. Collecting the final month's rent is not allowed; landlord may only request first month's rent.	Not applicable.	Not applicable.
SK	One month's rent is allowed, and it may be used by the landlord to cover any loss, including damages. The security deposit can be paid in two instalments.	The landlord must invest security deposits in a separate trust account in an authorized financial institution. A landlord may require the tenant to pay up to one-half of the security deposit at the beginning of tenancy or within 30 days of receipt of a written demand for payment. The remainder is due within two months or 60 days after receipt of demand for payment.		The landlord has 7 business days after the tenant moves out to return the security deposit with interest, obtain the written consent of the tenant to keep/access the security deposit and interest, or apply to the Rentalsman for a hearing to resolve any dispute over the return of the security deposit. If the landlord has not returned the security deposit or made an application for a hearing within the seven-day period after the end of the tenancy, the tenant may apply to the Rentalsman for an order to require the landlord to return the security deposit.
YK	Amount shall not exceed the amount of rent payable for the first month of tenancy.	A security deposit can be applied towards last month's rent.	The landlord shall pay interest, at the rate prescribed by the territory, on the security deposit either annually or 15 days after the tenancy is terminated, whichever is earlier.	Where a landlord and tenant have signed a statement as to the condition of the residential premises, the security deposit may be applied toward the rectification of damage done to the premises.

Table 7: May the landlord request post-dated cheques? Is requiring key money illegal?

	May the landlord request post-dated cheques?	Notes	Is requiring key money illegal?
AB	Yes		Yes
BC	No*	* Allowing post-dated cheques is under consideration in the modernization of the Residential Tenancy Act.	Yes
MB	Yes	Tenants not obliged to comply.	Yes
NB	Yes		Yes
NL	Yes		Yes
NT	Yes	Tenants not obliged to comply.	Yes
NS	Yes**	**May only be requested as long as the specific box on the standard lease is ticked; otherwise they cannot be required.	Yes
NU	Yes	Tenants not obliged to comply.	Yes
ON	Yes	Tenants not obliged to comply. Landlords must provide a receipt.	Yes
PE	Yes	Tenants not obliged to comply.	Yes
QC	Yes	Tenants not obliged to comply; it is illegal for landlords to demand post-dated cheques.	Yes
SK	Yes		No
YK	Yes	Tenants not obliged to comply.	No

Table 8: Renewal of a lease term

AB	If a lease is for a fixed term of one year, the term may be changed to month-to-month after one year's term is complete. The majority of leases are periodic monthly leases which continue until ended by notice from either party.
BC	A lease must specify an ending date with vacant possession (the date by which the tenant must have vacated the premises). If no date is specified, the lease will automatically be converted to a month-to-month arrangement when the tenant remains in the premises.
MB	If the tenancy is for a fixed-term, the landlord has to give the tenant a renewal agreement 3 months before the first term ends. If the landlord doesn't offer a renewal and the tenant stays in the unit, the agreement automatically renews for another fixed term of the same length. This can happen only once. If the landlord fails to offer a renewal before the end of the 2nd term, it then becomes a month-to-month tenancy.
NB	If lease term has expired and parties haven't renegotiated and the landlord accepts the rent, the lease automatically becomes a month-to-month arrangement. For a year-to-year lease, if the parties wish to establish a new term, they must serve 3 month's notice prior to the end date to make changes. To change the term of a month-to-month lease, the landlord would have to give one month's notice. Under a long-term lease, changes may be made with 3 month's notice.
NL	Lease terms are for a maximum of one-year, then they either end, convert into a month-to-month agreement or a tenant may sign another term agreement.
NT	When a tenancy agreement ends on a specific date, and if a new yearly tenancy agreement or notice to terminate was not given by either party, then the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy. **Exceptions:** The Residential Tenancy Act does not apply to Northwest Territories Housing Corporation Subsidized Public Housing and Staff Housing lease renewals, sublets and assignments, or rent increases. To live in public housing tenants must remain eligible for the assistance and for staff housing tenants must remain employed by the unit's owner.
NS	Year-to-year leases renew for another year if no notice is given (see Table 10). If tenants serve a Notice to Quit under their original lease 3 months before the end of its term, they may ask the landlord to change the tenancy to a month-to-month lease. Landlords cannot arbitrarily deny this request.
NU	When a tenancy agreement ends on a specific date, and if a new yearly tenancy agreement or notice to terminate was not given by either party, then the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy. **Exceptions:** The Residential Tenancy Act does not apply to Nunavut Housing Corporation Subsidized Public Housing and Staff Housing lease renewals, sublets and assignments, or rent increases. To live in public housing tenants must remain eligible for the assistance and for staff housing tenants must remain employed by the unit's owner.
ON	Once an annual lease comes due, the tenancy automatically turns into a month-to-month arrangement unless both parties renegotiate an alternate term. An annual lease is automatically renewed on a month-to-month basis, if it is not renewed for another year.
PE	Where a fixed-term rental agreement is not terminated by the landlord or the tenant, upon its expiration it automatically converts to a month-to-month rental agreement. If the fixed term rental agreement contains an option to renew, and the tenant fails to renew the fixed term, the landlord can serve the tenant with a Notice of Termination.
QC	All leases, no matter what their duration, are automatically renewed with the same terms if the landlord does not give the tenant proper written notice, as set out by law, for changing the conditions (discussed below) or termination (see Terminating a Lease: Notice and Timing). The notice periods in this section apply to changes of conditions, such as a rent increase. If the lease is for less than 12 months, or the duration is undetermined, the notice of change of conditions must be given at least 1 month and not more than 2 months before the end of the term. For leases of 12 months or longer, the notice must be given at least 3 months and not more than 6 months before the end of the lease. For the lease of a room, the notice must be given at least 10 days and not more than 20 days before the end of the lease. Upon receipt of the notice, the tenant has 1 month to inform the landlord in writing whether he accepts the changes; refuses the changes but will stay in the dwelling, or intends to move out of the dwelling at the end of the lease. If the tenant does not respond to the landlord's notification, changes in the lease are considered accepted. In the notice of modification, the landlord must advise the tenant of his or her right to refuse the proposed changes to the lease, in writing, within 1 month of being notified. Upon receiving the tenant's written refusal, the landlord has 1 month to apply to the Régie du logement to fix new conditions. If the landlord does not apply to the Régie du logement the lease is renewed at the same rent and conditions. Where the court grants the application of the tenant after the expiry of the time for giving notice of modification of the lease, the lease is renewed but the landlord may, within one month after the final judgment, apply to the court for the fixing of a new rent.
SK	To change lease terms either or both parties must give notice. About 80 per cent of rental agreements in Saskatchewan are for month-to-month terms.
YK	Year-to-year leases renew for another year if no notice is given. Either party may give notice 90 days before the end of their lease. Parties may negotiate a new lease at that time.

Table 9: Terminating a lease: notice & timing

	Does a fixed term tenancy end automatically ?	Can the tenant terminate the tenancy mid-term?	Can the landlord terminate when a fixed term expires?	Notice Required for tenant terminations for a standard dwelling.	Is written notice required?	Notice Requirements for landlord terminations for a standard dwelling.
AB	Yes	No	Yes	No notice is required to terminate a lease if it ends on a specific date. Week-to-week: 1 week Month-to-month: 1 month Year-to-year: 60 days prior to the end of the tenancy year	Yes	No notice is required to terminate a lease if it ends on a specific date. Week-to-week: 1 week Month-to-month: 3 months Year-to-year: 90 days prior to the end of the tenancy year
BC	If specifically stated in lease: Yes	No	No	A tenant must give one calendar month's notice to the landlord the day before the rent is due.	Yes	Landlords must allow tenants these notice periods depending on the reason for notice given: 10 days : non-payment of rent, 1 month: cause or conduct 2 months: landlord's use of property.
MB	No	No	No	Term tenancy: 3 months Week-to-week: 1 week Month-to-month: 1 month	For landlord: Yes	Term tenancy: 3 months Week-to-week: 1 week Month-to-month: 1 month
NB	Fixed term tenancies: Yes	No	Yes	No notice is required to terminate a lease if it ends on a specific date. Week-to-week: 1 week Month-to-month: 1 month Year-to-year: 3 months prior to the anniversary date	Yes	No notice is required to terminate a lease if it ends on a specific date. Week-to-week: 1 week Month-to-month: 1 month Year-to-year: 3 months prior to the anniversary date For the landlord to terminate a tenancy of 5 or more years, a reason or cause is needed. Consult local legislation.
NL	No	No	Yes	Term tenancy: 2 months before the end of term Week-to-week: 1 week Month-to-month: 1 month	Yes	Term tenancy: 3 months before the end of term Week-to-week: 4 weeks Month-to-month: 3 months
NT	No	No	No	Term tenancy: 30 days before the end of term Week-to-week: 7 days Month-to-month, under 12 months total: 30 days Month-to-month, 12 or more months total: 60 days	Yes	If the premises is the landlord's only residence in the Territory, notice is as follows: Term tenancy: 30 days before the end of term Week-to-week: 7 days Month-to-month, under 12 months total: 30 days Month-to-month, 12 or more months total: 60 days Otherwise the landlord must make an application to a rental officer to terminate a tenancy agreement before the agreed term. Consult local legislation.

Table 9 (cont'd)

NS	Yes. The landlord and tenant must then meet to re-negotiate terms or terminate the lease.	No	No	Year-to-year: 3 months Month-to-month: 1 month Week-to-week: 1 week	Yes	Year-to-year: 3 months Month-to-month: 3 months Week-to-week: 4 weeks
NU	No	No	No	Term tenancy: 30 days before the end of term Week-to-week: 7 days Month-to-month, under 12 months total: 30 days Month-to-month, 12 or more months total: 60 days	Yes	If the premises is the landlord's only residence in the Territory, notice is as follows: Term tenancy: 30 days before the end of term Week-to-week: 7 days Month-to-month, under 12 months total: 30 days Month-to-month, 12 or more months total: 60 days Otherwise the landlord must make an application to a rental officer to terminate a tenancy agreement before the agreed term. Consult local legislation.
ON	No	No	Yes	Term tenancy: 60 days before the end of term Week-to-week: 28 days Month-to-month: 60 days	Yes	7 to 60 days or more depending on the circumstances & term of the tenancy. Refer to detailed documentation online at http://www.orht.gov.on.ca and print brochures: "Terminating a Tenancy" and "Reasons for Terminating a Tenancy by a Landlord."
PE	No	No	If lease contains option to renew and the tenant does not: Yes	Term tenancy: 2 months before the end of term Week-to-week: 1 week Month-to-month: 1 month	Yes	Term tenancy: 1 month Week-to-week: 1 week Month-to-month: 1 month Grounds for landlord termination are specific. Consult local legislation.

Table 9 (cont'd)

QC	No	Only in one of three specific situations: when a tenant is allocated a dwelling in low-rental housing; when a tenant can no longer occupy his dwelling because of a handicap; or when an elderly person is admitted permanently to a residential and long-term care centre or to a foster home.	No	Periodic tenancy: 1-2 months Term less than 12 months: 1-2 months Term 12 months or more: 3-6 months Tenant of a room: 12-20 days Additionally, in all forms of tenancy, tenants have 1 month to choose to terminate an agreement if they receive a notice of rent increase or other change to the agreement from the landlord. If the tenancy is terminated mid-term for one of the three allowed reasons, different notice periods apply; contact the Régie du logement for further information.	Yes	Quebec tenants have the right to remain in the premises as long as conditions of the agreement are being honoured. Grounds for landlord termination would be a violation of the agreement, repossession of the dwelling, rent arrears, eviction to divide the dwelling, enlarge it or substantially change its nature, or eviction due to the death of the tenant or an extended sublet of the unit. Notice times vary with the tenancy term and reason for termination. Consult local legislation.
SK	No	No	No	Term tenancy: 1 month before the end of term or as outlined in rental agreement Week-to-week: 1 week Month-to-month: 1 month	Yes	Term tenancy: 1 month before the end of term or as outlined in rental agreement Week-to-week: 1 week Month-to-month: 1 month
YK	Fixed term tenancies: Yes	No	Yes	Year-to-year: 90 days before the end of term Week-to-week: 1 week Month-to-month: 1 month	For landlord: Yes	Year-to-year: 90 days before the end of term Week-to-week: 1 week Month-to-month: 1 month

Table 10: Assignments & sublets

AB	Landlords must respond to a tenant in writing and give permission within 14 days of tenant's request to sublet or assign their premises. Landlords cannot refuse a sublet or assignment without reasonable grounds.
BC	For leases under 6 months, a tenant may assign their rental premises to another tenant only with the landlord's consent. If longer than 6 months, or a manufactured home pad tenancy, a tenant may sublet or assign a lease. All information about the new tenant for the sublet or assignment must be in writing. The landlord must have a reason to deny the sublet. The landlord has the right to approve, but cannot arbitrarily withhold consent.
MB	A tenant must get the landlord's written approval to assign or sublet a tenancy agreement. Landlords must have good reason to reject an assignment or sublet. A landlord may charge the original tenant a one-time administrative fee of up to $40.00 for assignment or sublet to offset the landlord's costs to process the paperwork and to change their records.
NB	In New Brunswick a sublet, or a situation in which the original tenant will be returning to the premises, is considered a partial assignment. Whether the assignment is partial, or for the remaining term of the lease, the lease agreement can provide that the tenant may assign, may not assign, or may assign only with the consent of the landlord. The consent cannot be unreasonably withheld. If there is no lease then the province's standard lease form applies and the tenant may assign.
NL	Landlords cannot unreasonably withhold consent for subletting or assigning a tenancy and may charge the tenant any expenses incurred for the sublet or assignment.
NT	Tenants may sublet their premises if the landlord consents. If the landlord refuses consent, the tenant may appeal to and obtain permission from the Rental Officer. When a tenant sublets, the tenant remains responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant. Tenants can assign their tenancy with the landlord's consent. If the landlord refuses, there is no appeal to the Rental Officer. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant. Landlords are allowed to charge for granting consent to an assignment or sublease, up to a maximum of $50.00. Assignments or subletting agreements and the landlord's consent must be in writing. Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement.
NS	In Nova Scotia sublets, not assignments, are referenced in the legislation. Landlords must approve the new tenant and may not arbitrarily deny a sublet. Requests to sublet need not be in writing.
NU	Tenants may sublet their premises if the landlord agrees. If the landlord refuses consent, the tenant may appeal to the Rental Officer and may obtain permission to sublet. When tenants sublet they remain responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant. For assignments tenants need the landlord's consent but have no possibility to appeal to the Rental Officer. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant. A landlord is not entitled to change terms in the sub-lease but may charge up to a maximum of $50.00 for expenses for granting consent to an assignment or sublease. The Landlord's consent to assign or sublet must be in writing. Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement. Tenants in Public Housing and Staff Housing units cannot sublet or assign their units.
ON	Landlords must approve or disapprove, in writing, the tenant's request to sublet. The original tenant can dispute a landlord's decision to reject the sublet by applying to the Ontario Rent Tribunal using the appropriate form. If the original tenant wants to return to the premises after the sublet period and renew the lease, he or she would be subject to a rent increase upon renewal.
PE	Where a fixed term rental agreement is for six months or more, the tenant can sublet or assign the rental unit, subject to the landlord's consent. The landlord cannot unreasonably withhold consent. If a tenant believes that consent has been unreasonably withheld, he or she may apply to the Director of Residential Rental Property for an order authorizing the sublet or assignment.
QC	A tenant, with two exceptions, may sublet all or part of their rental dwelling or assign the lease to someone else. The two exceptions are a student renting a dwelling in an educational institution, and a person renting low-rental housing. The tenant must advise the landlord in writing of the intent to sublet or assign the lease, and provide the name and address of the proposed person. The landlord then has 15 days to inform the tenant whether he or she accepts or refuses the proposed person. In the case of a refusal, a serious reason must be provided, such as the person's inability to pay the rent. If the landlord does not reply, the landlord is deemed to have consented to the sublet or assignment. The landlord has the right to be reimbursed for reasonable related expenses (for example, the cost of a credit search) if the landlord agrees to the sublet or assignment.
SK	The tenant must have the landlord's consent to sublet the residential premises, and the landlord can only withhold consent when it is reasonable.
YK	Where the tenancy agreement is for a term of six months or more, a tenant has the right to assign or sublet the rented premises. This is subject to the consent of the landlord and consent shall not be arbitrarily or unreasonably withheld.

Table 11: Rent increases: notices & timing

AB	There are no rent controls in Alberta. For these types of tenancies the landlord must give the following notices before increasing the rent: weekly: 12 full weeks, monthly: 3 full months, any other periodic tenancy: 90 days. Rents cannot be increased unless the following amount of time has passed since the last rent increase: weekly: 26 full weeks; monthly: 6 full months; any other periodic tenancy: 180 days. For mobile homes, 180 days notice must be given by the landlord to raise the rent.
BC	British Columbia offers rent review, not rent control. Landlords must use the Residential Tenancy's prescribed form and give the tenant 3 month's notice or 6 month's notice for manufactured home parks. Tenant may apply within 30 days of receiving the rent increase form to the arbitrator to dispute the rent increase.
MB	Rent increase guidelines are set each year by the province to take effect January 1st. Landlords must follow these guidelines or apply to the Residential Tenancies Branch if they can show that the increase will not cover their operating costs and they want to increase the rent beyond the allowable guidelines. A tenant may object to any rent increase and send their objection to the Residential Tenancies Branch at least two months before the effective date of the increase. Landlords must give tenants proper, written notice at least 3 months before the increase is to take effect. The Branch provides notice forms. Rents can be increased only once every 12 months.
NB	There are no rent controls in New Brunswick. In a month-to-month lease, 2 month's notice is required to allow the tenant to be able to give a month's notice to terminate the tenancy. If the year-to-year lease form prescribed by the province indicates a check mark in the box to allow for a rent increase during the year, the landlord may do so with 3 month's notice. If not, then the full year must pass before an increase is allowed.
NL	Three month's written notice of a rent increase is required. A landlord may not increase rent during a fixed-term agreement, more than once in a 12-month period, or during the first 12 months of a weekly or monthly rental agreement.
NT	A landlord may not increase the rent more than once every 12 months. The landlord must give at least 3 month's written notice of the increase. A tenant who receives a proper notice of rent increase may treat the notice as a notice to terminate the tenancy. To terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice.
NS	There are no rent controls in Nova Scotia. In a mobile home park tenants may ask the Residential Tenancies to review the rent, and a Residential Tenancies Officer will determine what the rent can be. Landlords of all types of residential rental units may raise the rent only once in 12 months and must give written notice at least 4 months before the anniversary date of the tenancy.
NU	A landlord may not increase the rent for a rental premises more than once every 12 months. The landlord must give at least 3 month's written notice of the increase. On the day before the increase comes into effect a tenant who receives a proper notice of rent increase may treat such a notice as a notice to terminate the tenancy. To exercise this right to terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice. The Nunavut Housing Corporation is exempt from the requirement to give notice of rent increases for Public Housing units.
ON	Ontario sets rent guidelines each year. Landlords must give 90 days written notice and can increase the rent only once every 12 months. Rent increases must follow the provincial guidelines published each August. To increase rent beyond the guideline, the landlord must apply to the Ontario Rent Tribunal for permission. (Capital expenses are capped at 4 per cent above the guideline, and any excess above 4 per cent can be carried forward to future years.) **Note:** Rent increase rules apply to an existing tenancy. Once the tenant moves, the landlord can increase the rent for that unit to whatever the market will bear.
PE	Allowable rate of rent increases are set by The Island Regulatory and Appeals Commission each year. Landlords who wish to raise the rent above the allowable rate must apply to the Director of Residential Rental Property for approval. Landlords may not raise the rent until a fixed-term lease expires. Only one rent increase per year is allowed. The new tenant's rent should be the same as the old tenant's if a rent increase in that year was already made. If the rent was last raised nine months before the new tenant moved in, the landlord could raise the rent three months after the new tenant moves in, with three months written notice of the increase, using the Notice of Increase in Rent of Residential Premises form.
QC	If the duration of the lease is 12 months or less, the rent may not be increased during the course of the lease, and any clause in the lease stating otherwise is without effect. For leases longer than 12 months, the landlord and the tenant are free to adjust the rent during the course of the lease, if this is provided for in the lease itself. Either party may apply to the Régie du logement for redress if they feel that the amount of rent increase provided for in the lease is excessive or inadequate, even if they had consented to the amount. Quebec law allows for a rent increase when a new tenant occupies a rental unit; however, at the time of entering into the lease, the landlord must give the tenant a notice stating the lowest rent paid in the 12 months preceding the beginning of the lease. The tenant can contest the rent and ask the Régie du logement to fix the rent. This does not apply to cooperative housing and new buildings; contact the Régie du logement for a list of rental units that would fall under this exception.
SK	Landlords must give three months notice if rent is paid monthly or three weeks notice if rent is paid weekly. A tenant can ask the Rentalsman to make the landlord charge the old rent until proper notice is received.
YK	Rent increases during the first year of a tenancy agreement are not allowed. Landlords must notify the tenant in writing three months prior to the date of the increase.

Table 12: Late rent payments

AB	Rent is considered late the day after it is due. Tenants are obliged to pay the rent as specified in the lease and may be subject to penalties for late rent payments, as specified in the lease.
BC	Rent is considered late if not paid on or before the first day of the rental period. Landlords may request reasonable charges for late payment, based on what the lease or tenancy agreement states.
MB	Rent is late on the 4th day after the due date. For example, if the rent is due on the 1st, the grace period is the 3 days following the due date (*the 2nd, 3rd and 4th*). In this example, this means rent is late on the 5th and the landlord can give notice on that day. "After the due date" means the due date is not included in the calculation. Landlords may charge $5 for the first day late and $1 per day for each day thereafter to a maximum of $65.
NB	Rent is considered late the day after it is due. The landlord can, at that point, issue a 20 day Notice to Vacate the premises, or 7 days to pay and have the notice cancelled. A landlord can also wait 10 days or more and then issue a 10 day Notice to Vacate. Failure to pay or leave will enable the landlord to request an Eviction Order. If the tenant fails to pay rent a second time, the landlord may issue a Final Notice to Vacate, and follow with an eviction request regardless of whether rent is paid. In the case of a mobile home park, the tenant can be late with rent 3 times before a Final Notice to Vacate can issue.
NL	Rent is considered late the day after it is due. Late payment fees are set at $5.00 for the first day the rent is in arrears and $2.00 for each additional day up to a maximum of $75.00. The landlord may charge the tenant a fee, not to exceed $25.00, for non-sufficient funds (NSF) cheques.
NT	A tenant who pays his/her rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty is calculated for each day that the rent is late by multiplying the rent due by the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada, in effect on the first day of January in the year that the late payment is calculated, and dividing by 365.
NS	Rent is considered late after 30 days. After 30 days, the landlord may give notice to the tenant to vacate in the next 15 days. If the tenant does not pay and leave, the landlord may have the matter heard before Residential Tenancies within the following 2-5 weeks. A Residential Tenancies Officer may issue an order for the tenant to pay the rent or to pay the rent and move out.
NU	A tenant who pays his rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty is calculated for each day that the rent is late by multiplying the rent due by the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada, in effect on the first day of January in the year that the late payment is calculated, and dividing by 365.
ON	The day after rent is due and is unpaid, the landlord can file an application to the Ontario Rent Tribunal for rent arrears. The tenant has two weeks to pay rent arrears, and if they don't, the landlord can file an application for eviction.
PE	If the rental agreement contains provisions for a penalty for late payment of rent, the penalty shall not exceed one per cent per month of the monthly rent. A landlord may serve the tenant with a Notice of Termination for non-payment of rent the day after the rent was due. If the tenant pays the landlord all of the rent due indicated on the notice within ten days of receiving it, the notice automatically becomes void. If a tenant receives more than two Notices of Termination that indicate non-payment of rent as the reason for termination, the landlord may apply to the Director of Residential Rental Property for an order terminating the tenancy based on persistent late payment.
QC	In the absence of any other agreement, rent is due on the first day of each month (or of each week if the lease is on a weekly basis). Rent is considered late on the day after it is due. The landlord can apply to the Régie to recover the rent due, interest and the application fees. The landlord should first formally request payment from the tenant; otherwise, the landlord may have to assume the cost of the application. If the rent is more than 3 weeks late, or if the tenant is habitually late in paying the rent and the landlord suffers serious prejudice as a result, the landlord can apply to have the lease cancelled in mid-course and the tenant and other occupants evicted. If the rent is still outstanding at the time of the hearing, the court will cancel the lease. However, if the rent has been paid, the judge cannot cancel the lease.
SK	One day after the rent is due, rent that has not been paid is considered late and the landlord can charge a $25 late fee.
YK	The tenant has the responsibility of paying the rent when it is due as stated in the rental agreement.

Table 13: Evictions

AB	There are several reasons why a tenant may be evicted and the required notice period the landlord must give depends on the grounds for eviction. These reasons include: *Significant damage or physical assault*: 48-hour written notice, signed by landlord or agent, giving reason for eviction and time and date that the tenancy ends. *Substantial breach*: the landlord can either give 14-day written notice, signed by the landlord or agent, giving reason for eviction and date the tenancy ends or the landlord can apply to the Alberta Provincial Court to end the tenancy.
BC	There are several reasons why a landlord may evict a tenant and the rules that apply to them differ. They are: *Material breach* of a rental agreement is the reason used if the tenant has been given one written warning and a reasonable time to comply. *Breach of agreement* requires one month's notice. *Non payment of rent* requires 10 days notice; 5 days to pay rent or 10 days to either move or request an extension through arbitration. *Cause or conduct* requires one month notice; a tenant has 10 days to dispute. *Landlord's use of property* requires 2 month's notice with a 15-day dispute period. If disputed, the Landlord has to prove there is a reason for eviction. If a tenant does not dispute the Notice to End Tenancy, then it is deemed that the tenant has accepted the termination. If tenant does not move, the landlord may apply for an arbitrator's *order of possession*, which is enforced through the Supreme Court, by a court-appointed bailiff. Judicial review of an Arbitrator's decision is available through a petition to the Supreme Court on the basis of an error in law, or an error in procedural fairness. There are limited grounds for review by the original arbitrator.
MB	Landlords must apply to The Residential Tenancies Branch to evict a tenant, and to apply they must pay $60. Then a hearing is held and evidence provided including the *Termination Notice*. If an *Order of Possession* is granted, the order is enforceable in the Sheriff's office for eviction. If the tenant disagrees with the hearing outcome, the tenant may appeal to the Residential Tenancies Commission, then a new hearing will be set. The waiting period for a hearing is usually 2 to 3 weeks and decisions are made within 2 days of the hearing. The appeal period is 7 days. A landlord might have to wait 2 or 3 days for the Sheriff to enforce the Order of Possession.
NB	Landlords may request an Eviction Order from the Office of the Rentalsman for the following reasons: if a tenant fails to leave on the date set in a *Notice to Vacate* issued by the landlord for non-payment of rent, if a tenant fails to leave on the date set in a *Notice to Quit* issued by a Rentalsman for breach of lease, if a tenant fails to leave at the end of a term lease or on the date given by one of the parties in a proper *Notice to Terminate* served in a periodic tenancy. New Brunswick's eviction process is geared to having the tenant out of the property by month's end and usually takes 1 to 6 days to complete.
NL	To evict a tenant, the landlord must complete an application, pay $20, attend a hearing held within 200 km of the rental premises and provide evidence. An order from the hearing will result, which states the reasons for the decision issued. This certified order is enforceable by the Sheriff's Office to evict the tenant. If the tenant disagrees with the adjudicator's decision, the tenant may apply to the Director of Residential Tenancies for a reconsideration stating reasons and/or may appeal to the Trial Division of the Newfoundland and Labrador Supreme Court. An *Order of Possession* which allows the eviction to take place may take up to two weeks. Most other types of orders may take up to two months depending on their complexity. Hearings are informal, and parties generally represent themselves. Hearings allow for the landlord and tenant to present their evidence. An information officer provides information on what types of evidence they may present.
NT	If the tenant does not leave after being properly served a *termination notice* or *an order to vacate*, the landlord must obtain an *eviction order* from the Supreme Court. Applications for eviction orders must be served on the other party at least 5 days before the date scheduled for the hearing. Both parties should have a lawyer at the hearing. If an eviction order is granted, a *"writ of possession"* from the NWT Supreme Court Clerk is also required. The landlord delivers the *Order of Eviction* and the *Writ* to the Sheriff. The Sheriff first must make a reasonable demand to be let into the premises, but then may force open the door to the premises, if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.
NS	A landlord may ask Residential Tenancies to issue an order stating that the tenant must move out for two main reasons: if the rent is more than 30 days late or if the tenant breaks the statutory conditions in the Act. The landlord must apply to have the matter mediated or a hearing held. Both mediation and hearings are forms of dispute resolution. If mediation is chosen, both parties will attempt to come to an agreement and then they sign a mediated settlement, which is a contract between the two parties. If the hearing proceeds, the landlord and the tenant will be heard and may provide evidence to support their application. A Residential Tenancies Officer makes a decision in the form of an *order*. The landlord must take this order to the court administrative offices to have it converted to an *eviction order* that only the Sheriff can enforce. There may be delays in obtaining an eviction order if the tenant appeals the officer's decision to Small Claims Court.
NU	If the tenant does not leave after being properly served a *termination notice* or an *order to vacate*, the landlord must obtain an *eviction order* from the Rental Officer and register this with the Nunavut Supreme Court. Applications for eviction orders must be served on the other party at least 5 days before the date scheduled for the hearing. Both parties should have a lawyer at the hearing. If an eviction order is granted, a *"writ of possession"* from the Supreme Court Clerk is also required. The landlord delivers the *Order of Eviction* and the Writ to the Sheriff. The Sheriff first must make a reasonable demand to access the premises, but then may force open the door to the premises if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.
ON	There are numerous grounds for eviction but the main reason is rent arrears. Evictions for rent arrears in Ontario proceed as follows: One day the tenant is late paying rent; landlord serves notice to tenant; tenant has 14 days to pay rent; on the 15th day landlord pays for *Notice of Application*; Tribunal gives notice of hearing that day; landlord serves *Notice* package on the tenant; landlord signs the certificate as proof; tenant has 5 calendar days to file a written dispute indicating reasons for opposing the eviction. If a dispute isn't filed, a default order on 6th day is filed; a default order terminating the tenancy will be issued. If tenant disputes the default order then the hearing is held in 10-11 days. The landlord arranges with the provincial Sheriff to terminate tenancy.

Table 13 (cont'd)	
PE	There are several reasons why a tenant may be evicted and the required notice period the landlord must give depends on the grounds for eviction. The main reason for evictions is rent arrears. The day following the due date for rent, the landlord may serve notice to the tenant giving at least 20 days to the tenant to vacate. The tenant has 10 days to pay the rent to invalidate the notice of termination and stay. If the tenant does not pay the rent due within ten days, the rental agreement terminates on the date to vacate. If the tenant does not vacate, the landlord makes an application to the Director of Residential Rental Property to obtain an order for possession by the Sheriff. In all cases where a notice of termination is served by the landlord, the tenant can make application to the Director for an order to set aside the notice and the matter is dealt with in a hearing of both parties.
QC	In order to cancel the lease in mid-course and evict a tenant for cause, a landlord must apply to the Régie du logement and prove that a "serious injury" has taken place. An example of a serious injury would be the tenant regularly making noise and disrupting the neighbours. See Late Rent Payments (Table 12) for information on terminating the lease due to late rent payments.
SK	The landlord must give one month's notice with good reason to evict a tenant as specified in the legislation. The landlord can ask a tenant to leave immediately if the landlord can prove an illegal or offensive act, nuisance or disturbance bothering neighbours, fails to clean or repair after a 7 day written notice or if rent is 15 days or more late. If the tenant refuses to leave, the landlord can apply to the Rentalsman for an *order of possession* and can take legal action to collect any rent owing after the tenant moves out. An order from the Rentalsman gives the landlord the right to collect the money by garnishment or by having the Sheriff seize property.
YK	Where a tenant commits a substantial breach of his tenancy agreement, the landlord may either (a) apply to a judge for an order terminating the tenancy, or (b) terminate the tenancy by giving a 14 day written notice of termination to the tenant, stating the effective date of the termination and the details of the alleged substantial breach. A substantial breach includes a breach of responsibility of the tenant as set out in the Act or a series of breaches of a residential tenancy agreement, the cumulative effect of which is substantial.

Table 14: Permitting landlord entry to the premises (time & reason)

AB	Landlords are not required to give any notice in the cases of emergency or abandonment or if a tenant consents to entry. Otherwise, 24-hour written notice is required to make repairs, inspect repairs or show the property to prospective buyers or renters.
BC	Landlords must give 24-hour written notice stating the time and purpose of entry, unless either the tenant consents or there is an emergency. Non-emergency entry is allowed between 8 a.m. and 9 p.m. If notice is not served in person, it must be taped on the door or served in the mailbox, and 3 days must pass before the landlord enters the premises. The Landlord may enter if an arbitrator issues an order to enter. The tenant may refuse entry if either no reason is given or it is unreasonable according to the arbitrator.
MB	Landlords must provide between 24 hours and 2 weeks written notice prior to entering the premises. The Residential Tenancies Branch views entry hours between 9 a.m. and 8 p.m. as reasonable although specific times are not written in the legislation. Once a *Notice to Quit* is given, landlords may enter without notice to show the unit to new renters.
NB	Landlords have full emergency access rights to enter the rental premises, but they must give 24 hours notice for inspection and 7 days for repairs. If a tenant is in the last month of the tenancy and if the lease provides, a landlord can enter the premises to show the property between 8 a.m. and 8 p.m. on any day except Sundays and holidays.
NL	Landlords may enter the premises any time for emergencies. To access the rental unit for inspections, a landlord must give 24-hours written notice and enter during reasonable hours (9 a.m. - 5 p.m. and 7 p.m.- 9 p.m.). If *Notice of Termination* is given by either the landlord or tenant, 4 hours notice to show the premises to prospective tenants or buyers must be given to the tenant.
NT	Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry, the days and the hours during which the landlord intends to enter the rental premises. A tenant may specify alternative days and hours that are reasonable under the circumstances. A landlord has the right to enter the rental premises to: perform the landlord's obligations under the Act and tenancy agreement; inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement; show the rental premises to prospective tenants; show the rental premises to prospective purchasers of the complex; inspect the rental premises every six months; permit a mortgagee or an insurer to inspect the premises where a mortgage or insurance coverage is being arranged; inspect the rental premises on the day the tenant vacates the premises. A landlord has the right to enter the rental premises without giving the notice required where: an emergency exists; the tenant consents at the time of entry; the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises.
NS	Landlords must provide 24 hours notice in writing stating when they plan to enter the premises. This time must be between 9 a.m. and 9 p.m. Landlords may enter at any time during daylight hours, without written notice, if a notice to quit has been given.
NU	Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry including the days and the hours during which the landlord intends to enter the rental premises. A tenant may specify alternative days and hours that are reasonable under the circumstances. A landlord has the right to enter the rental premises to: perform the landlord's obligations under the Act and tenancy agreement, inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement, show the rental premises to prospective tenants, show the rental premises to prospective purchasers of the complex, inspect the rental premises every six months, permit a mortgagee or an insurer to inspect premises where a mortgage or insurance coverage is being arranged, inspect the rental premises on the day the tenant vacates the premises. A landlord has the right to enter the rental premises without giving the notice required where: an emergency exists; the tenant consents at the time of entry; the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises.
ON	The situations where a landlord may enter the premises may be written into the lease. Typically, landlords must give 24 hours written notice. The written notice must specify the reason for entry, the day of entry and a time of entry between 8 a.m. and 8 p.m. A landlord can enter a unit without written notice if there is an emergency or if the tenant consents to the entry.
PE	A landlord may enter a tenant's unit, without tenant's permission, in cases of emergency and between 9 a.m. and 9 p.m. with 24 hours written notice.

Table 14 (cont'd)	
QC	The landlord may enter the rental unit with the tenant's consent to make minor repairs between 7 a.m. and 7 p.m., and to show the rental unit to prospective tenants or buyers between 9 a.m. and 9 p.m. In both cases, the landlord is required to give the tenant 24 hours verbal notice. In cases of emergency, the landlord may enter to check the premises at any time without providing notice.
SK	For the landlord to enter the premises in the case of an emergency, the tenant must consent. 24-hour notice in writing is required. If the tenant has terminated the lease, the landlord can show the premises between 9 a.m. and 9 p.m.
YK	The landlord must first specify an entry time in a written notice and give it to the tenant at least 24 hours before the entry time. Allowable entry times are between 8 a.m. and 9 p.m. Exceptions: The landlord has the right to enter: in the case of emergency; with the consent of the tenant given at the time of entry, to show the premises to prospective purchasers or tenants after notice of termination of the tenancy has been given, or where the tenant abandons the premises.

Table 15: Withholding rent for repairs		
	May the tenant withhold rent for repairs?	Notes
AB	No	
BC	No, arbitrator order required.	Withholding rent for repairs is not allowed unless the arbitrator gives an order to do so. Tenants can deduct the cost of emergency repairs up to the maximum of one month's rent if they tried on 2 occasions to notify the landlord within a reasonable period about the emergency and were unsuccessful in reaching the landlord.
MB	No	A tenant should give the landlord a written list of the repairs needed and a reasonable period of time to do the work. If the landlord doesn't do the repairs, the tenant can contact the Branch for help. The Branch may order the landlord to do the repairs. If the landlord doesn't comply, the Branch may then collect rent and hire a contractor to do the work.
NB	No	If the tenant faces repair problems they may seek help from the Rentalsman. Tenants must give 7 days notice to the Rentalsman about repair problems, and landlords must provide a remedy to the problem or the Rentalsman can take the rent to ensure the repair is completed.
NL	No	Tenant must provide a written list of repairs to the landlord and rent must be up to date. If repairs are not completed by the landlord, the tenant may apply to the Residential Tenancies Division for rent to be paid in trust to the Division until the repairs are completed.
NT	No	Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.
NS	No	
NU	No	Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.
ON	No	
PE	No	
QC	No	The tenant may only withhold rent to cover the cost of repairs if the repairs were urgent and necessary to ensure the preservation or enjoyment of the rental unit and the tenant was not able to reach the landlord in order to inform him or her of the situation. Otherwise the tenant must have the authorization of the Régie du logement, in which case several options are available. The Régie du logement website provides more information on withholding rent (see http://www.rdl.gouv.qc.ca or the provincial contact.)
SK	Yes, only in very serious situations.	Otherwise, to deduct the cost of repairs an order from the Rentalsman is required.
YK	Not addressed	The Landlord Tenant Act does not address this matter.

Table 16: Changing locks

AB	Not allowed. It is an offence for both landlord and tenant if a key is not provided to the other party.
BC	If a tenant can prove the landlord entered the premises illegally, it is possible to apply to the arbitrator for an order for a lock change. With this order, the landlord will not have a right to a key until the tenancy ends, and may enter the premises only in accordance with the arbitrator's order.
MB	Not allowed.
NB	Not allowed without permission from the Office of the Rentalsman.
NL	Not allowed without the consent of both the landlord and tenant.
NT	Not allowed. Locks to a rental premises can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.
NS	Not allowed.
NU	Locks can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.
ON	Not allowed.
PE	Changing locks requires the mutual consent of the landlord and tenant.
QC	Neither the tenant nor the landlord may change the locks without the express consent of the other party. In no case may the lawful access of either party be prevented.
SK	Requires the permission of both parties.
YK	Not allowed. A landlord or tenant shall not, during occupancy of the rented premises by the tenant, alter or cause to be altered the locking system giving entry to the rented premises, except by mutual consent.

Table 17: May a landlord refuse to rent to a tenant who has pets or smokes?	
AB	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement then they are permitted in the rental unit.
BC	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
MB	Regarding pets: Yes, a landlord may refuse to rent to new tenants if they have a pet. In cases where new management takes over a building and wants to impose a no pets rule, existing tenants who have pets would be allowed to keep those pets but not replace them. Regarding smoking: Landlords can restrict smoking in common areas, like hallways, elevators, laundry rooms and recreation facilities. If a tenant smoked in those areas, the landlord could give a warning and then notice for breach of a reasonable rule. If a landlord has a rule that tenants can't smoke in their units and a tenant breaches that rule, the landlord could give a warning and then a notice of termination. However, the tenant could challenge the landlord's notice and ask the provincial authority to determine if the landlord's rule is reasonable.
NB	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
NL	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
NT	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
NS	Nova Scotia's tenancy legislation allows a landlord to establish reasonable rules that promote the fair distribution of services; promote the safety, comfort or welfare of tenants; or protect the landlord's property. A landlord's right to do this is established by Section 9A of the Residential Tenancies Act. Examples of rules that can be established include rules around the operation of laundry facilities, storage of hazardous materials, and pets. Rules must apply to all tenants in a fair manner, and tenants must be given a copy of the rules prior to signing a lease. As well, changes in a landlord's rules can be made with four months notice to the tenant prior to the anniversary date of the lease. This allows the tenant enough time to give the landlord notice that the lease will not be renewed if the tenant does not agree with any new or amended rule. If they meet the above requirements, landlords can indeed restrict pets and smoking.
NU	In Public Housing units, landlords may not refuse to rent a unit to a tenant who has a pet or smokes. For private rentals, a landlord may refuse to rent to a tenant who has pets or smokes. If pets and smoking are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
ON	Ontario's Residential Tenancy Office responsible for the Tenant Protection Act does not cover individuals before they become tenants, so a landlord could refuse to rent on the basis of smoking and/or pets.
PE	Yes, a landlord may refuse to rent to a tenant who has pets or smokes.
QC	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. However, if smoking and pets are allowed in the lease, or the lease does not address these issues, then they are permitted in the rental unit. The tenant should also consult the by-laws of the building they are renting as they may prohibit smoking or pets. The by-laws are considered to form part of the lease and the landlord is bound to give the tenant, before entering into a lease, a copy of the by-laws.
SK	Yes, a landlord may refuse to rent to a tenant who has pets or smokes. If smoking and pets are allowed in the tenancy agreement, or the agreement does not address these issues, then they are permitted in the rental unit.
YK	Yukon's tenancy legislation does not address these issues.

Table 18: Pets or smoking as grounds for eviction

	If a no pets or no smoking clause is written into a lease and the landlord discovers that the tenant has a pet or smokes in the rental unit, is this grounds for the landlord to evict the tenant?
AB	Alberta's Residential Tenancies Act (RTA) outlines prescribed reasons for terminations and pets/smoking are not included. Nevertheless, no pet/no smoking policies can be enforceable if spelled out in a lease and agreed upon in writing by both parties. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, these breaches would be dealt with under contract law by Alberta courts and may lead to an eviction.
BC	Terms stating "no smoking and no pets" in the tenancy agreement signed by the tenant are legally binding as long as they specify the type of pets that are restricted, for example "no pets such as dogs, cats, etc...". If a landlord discovers that the tenant is in violation of the rental agreement either by acquiring a pet, or by smoking, a written warning (called a breach letter) must be issued. The letter must state that the tenant must comply with the rental agreement, or the tenant will face eviction if they either do not get rid of the pet within a reasonable period of time, or if they do not stop smoking in the rental unit. The termination process cannot begin until the landlord has issued the breach letter.
MB	Regarding pets: Yes, but the landlord must first give the tenant a written warning to get rid of the pet. If the tenant doesn't remove the pet, then the landlord can give notice for breach of the tenancy agreement. If a pet is causing damage or disturbing other tenants, the landlord may also give the tenant a warning and then a notice to move. Regarding smoking: Landlords can restrict smoking in common areas, like hallways, elevators, laundry rooms and recreation facilities. If a tenant smoked in those areas, the landlord could give a warning and then notice for breach of a reasonable rule. If a landlord has a rule that tenants can't smoke in their units and a tenant breaches that rule, the landlord could give a warning and then a notice of termination. However, the tenant could challenge the landlord's notice and ask the provincial authority to determine if the landlord's rule is reasonable.
NB	Yes, no pet/no smoking policies can be enforceable if spelled out in a lease. Landlords and tenants can agree to terms such as "no pets and no smoking" in the lease. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, these breaches would be dealt with on a case by case basis by the Rentalsman and could result in an eviction. Alternatively, if the tenant remains, a damage claim at the end of the tenancy may result whereby the landlord acts to recover the cost of re-painting the premises.
NL	Yes, if the rental agreement states that the tenants have no pets or agree not to smoke in the apartment, and the tenant gets a pet or allows smoking, then the landlord may give a one rental period written notice of termination to the tenant under breach of material covenant to evict the tenant.
NT	Yes, a tenant who has agreed to rent a non-smoking unit and breaches that agreement can be evicted. The landlord may evict the tenant based on a fire insurance and safety clause. If a pet is found, the landlord may evict the tenant on the grounds of either noise disturbance or damage to the property, if the pet is in fact causing such problems.
NS	If a no pets or no smoking clause is written into the lease, the landlord has the right to seek termination of tenancy if the tenant contravenes the lease.
NU	Yes, if no smoking/no pets is a condition of the lease then the landlord may evict the tenant. The Rental Officer reviewing the termination of the tenancy would ask if evicting the tenant is reasonable; as long it was potentially interfering with other tenant's 'quiet enjoyment' the tenant could be evicted.
ON	A landlord cannot evict a tenant because they have a pet in violation of a "no pets" clause in the lease. The Tenant Protection Act does not address smoking. However, a landlord may have grounds to evict a tenant, either for having a pet or for smoking, if the pet or smoke damages the property or bothers other tenants.
PE	Yes, if a tenant breaches the rental agreement by having a pet or smoking in the rental premises this could result in an eviction.
QC	Yes, but only if the landlord can prove that this action by the tenant has resulted in a serious injury. The landlord may also apply to have the tenant cease the offensive activity; i.e. for a court order to instruct the tenant to stop smoking in the rental unit or to get rid of the pet.
SK	Yes, if pets and smoking are written up to be grounds to evict in the lease, then the landlord may evict the tenant if they discover the tenant smoking or having a pet in the rental unit.
YK	Yes, if a no smoking or a no pets clause is in the tenancy agreement and all tenants in the building are treated equally (that is to say that no one is allowed pets and there is a no smoking policy throughout the building), tenants breaking these rules would be committing a substantial breach of their lease and an eviction notice would be justified.

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